

Amendment 59

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 59 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 4th day of February, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Contractor is directed by Washington State Ferries (WSF) to perform the analysis necessary to document the requirements, provide a firm cost estimate and schedule to complete the work to disallow an ORCA card to be read when the GAK turnstiles are locked at the Galaxy Manager's Workstation.
- C. The Parties agree that the Work necessary to provide the requirements analysis and deliverables for this task shall be performed and compensated as described below.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the above Recitals and the following:

Section 1.0 Description of Work

Contractor shall perform the analysis necessary to document the requirements, provide a firm cost estimate, and a schedule to complete the work to disallow an ORCA card to be read when the GAK turnstiles are locked at the Galaxy Manager's Workstation.

The Contractor will:

1.1 Work with WSF to further elaborate the requirements and determine the full scope of work. This process will include, at a minimum, a requirements meeting or conference call, and a workshop with the Contractor, WSF, and Gateway (if required) to ensure requirements are understood and agreed.

1.2 Provide WSF with the following deliverables:

- 1.2-a. A statement of requirements and scope of work
- 1.2-b. A written solution proposal, along with a detailed cost estimate
- 1.2-c. A schedule to complete the work
- 1.2-d. A list of configurable items that will be modified or added for the proposed change

Section 2.0 Compensation

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to add the following as a new Special Program to provide the full amount of compensation due for all the Work required to analyze WSF's requirements and provide the deliverables as described in Section 1. This additional compensation is agreed upon by the Parties, without any admissions and on a non-precedential basis, in the interest of avoiding disputes, including disputes over the number of hours, the rates applied and whether certain types of hours are compensable.

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 59

Contractor shall perform analysis for WSF to document requirements, provide a solution, cost and schedule to disallow an ORCA card to be read when the GAK turnstiles are locked at the Galaxy Manager's Workstation.	
TOTAL	\$4,096

Section 3.0

All other provisions of the Contract not referenced in this Amendment 59 shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: [Signature]
Its: VICE PRESIDENT

Date: JAN 28, 2010

UNDER PROTEST

The Agencies

By: [Signature]
Their: Contract Administrator
On behalf of the Agencies
Date: February 4, 2010